

[Salary Schedule](#) (look at 2nd page for current year)

OFFICIAL COPY

AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ANTIOCH COMMUNITY CONSOLIDATED GRADE
SCHOOL DISTRICT 34
LAKE COUNTY, ILLINOIS

AND THE

ANTIOCH ELEMENTARY EDUCATION ASSOCIATION, IEA/NEA

for the school years

2018-2019
2019-2020

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ARTICLE I

RECOGNITION AND DEFINITIONS

1.1 RECOGNITION

The Board of Education of Antioch District #34, Lake County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Antioch Elementary Education Association IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all certified Employees (hereinafter referred to as "Teacher" or "Employee" or "Bargaining Unit Member") exclusive of supervisors, as defined by the Illinois Educational Labor Relations Act.

1.2 DEFINITIONS

Bargaining Unit includes all certified teaching personnel of District #34. Excluded are the Superintendent, Assistant Superintendent, Business Manager/CSBO, Principals, other persons who are hereafter employed by the Board in a similar District-wide administrative position, substitute teachers, or homebound tutors. Nothing in this Agreement shall limit the right of the Association to determine who shall be Association members.

ARTICLE 2

FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 GOOD FAITH

The parties agree that their duly designated representative shall negotiate in good faith. Good faith, for the purpose of the Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach an agreement.

2.2 AUTHORITY TO NEGOTIATE

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals, and seek tentative agreements. Tentative agreements shall be reduced to writing and initialed and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

2.3 NEGOTIATIONS PROCEDURE

Negotiations shall begin no later than the last week of May. Issues of interest shall be presented by the Association and the Board of Education at the first meeting.

2.4 BARGAINING MEETINGS

The time and place for negotiations shall be established by mutual agreement between the parties.

2.5 ILLINOIS EDUCATIONAL LABOR RELATIONS ACT

All procedures and timelines established by the *Illinois Educational Labor Relations Act* with respect to negotiations shall be followed by both the Association and the Board.

2.6 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the

event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Any mediator or mediation administration costs incurred through mediation shall be shared equally by both parties.

2.7 IELRB JURISDICTION

Any issues regarding interpretation and/or implementation of Sections 2.1 through 2.6 shall be subject to the exclusive jurisdiction of the Illinois Educational Labor Relations Board (IELRB) in accordance with the *Illinois Educational Labor Relations Act* (IELRA) and applicable rules, in lieu of the grievance procedure.

ARTICLE 3

GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- A. Any claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. For purpose of this Article "days" shall mean days during which the Administrative Services Center is open.
- C. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- D. Failure on the part of the teacher and/or the Association to act within the time limits set forth shall be deemed a withdrawal of the grievance.
- E. Failure on the part of the Administration and/or the Board to act within the time limits set forth shall allow the teacher and/or the Association to proceed to the next step.
- F. Grievances beyond the scope of authority of immediate supervisors shall be filed directly with the Superintendent or designee at Step Two of the procedure.

3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for a teacher and the immediately involved supervisor to resolve problems through free and informal communication. If, however, such informal processes fail to satisfy the teacher, a grievance may be formally processed as follows:

- A. Step 1: The teacher and/or the Association shall submit the grievance in writing within fifteen (15) days of the occurrence giving rise to the cause of the grievance, specifying the Article, Section, and/or Clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a Step 1 meeting to take place within ten (10) days after receipt of the grievance. The

supervisor shall provide a written answer to the teacher and the Association within ten (10) days after this meeting. This answer shall include the reasons for the decision.

- B. Step 2: If the grievance is not resolved at Step #1, the teacher and/or the Association shall submit the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of the Step #1 answer. The Superintendent or designee shall consult with the Board within thirty (30) days following receipt of the grievance at Step 2 or the next regularly scheduled board meeting thereafter. Within ten (10) days following such consultation, the Superintendent or designee shall hold a Step 2 meeting with the Association. The Superintendent shall provide a written answer to the teacher and the Association within ten (10) days after this meeting. This answer shall include the reasons for the decision.

- C. Step 3: Within thirty (30) days of its receipt of the Superintendent's written answer, the Association may appeal the decision of the Superintendent by submitting in writing to the American Arbitration Association a demand that the matter be carried forward to final and binding arbitration. The Association shall provide a copy of any such demand to the Superintendent. The arbitrator shall be selected from a panel to be secured from the American Arbitration Association. The cost of the arbitrator and of his/her selection shall be shared equally by the Board and the Association.
 - 1. The arbitrator shall have no power to alter the terms of this Agreement.
 - 2. Each party shall bear full cost for its representation in the arbitration process.
 - 3. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

3.3 BY PASS

If the Association and the Superintendent agree, Step #1 of the grievance procedure may be bypassed and the grievance brought directly to Step #2.

3.4 CLASS GRIEVANCE

Class grievances involving one (1) or more teachers or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step #2.

3.5 ASSOCIATION PARTICIPATION - TEACHER REPRESENTED

No teachers shall be required to discuss any formal grievance if the Association's representative is not present. Any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

3.6 NO REPRISALS CLAUSE

No reprisals shall be taken by the Board or the Administration against any teacher because of the teacher's participation in this grievance procedure.

3.7 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

3.8 TIME LIMIT

The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

3.9 RECORD

All documents, communications, and records dealing with the processing of a grievance shall be maintained separate and apart from the teacher's personnel file.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 RIGHT TO ORGANIZE AND PARTICIPATE

Teachers shall have the right to join, or not to join, the Association. The Board and Association shall not discriminate against any teacher for reason of membership or non-membership in the Association, participating in lawful negotiations with the Board, or the institution of any grievance or proceeding under the Agreement.

4.2 APPEARANCE BEFORE THE BOARD/ADMINISTRATION

If any Employee is required to appear before the Board, at a time when an administrator will be recommending the Board take action to discipline the Employee, the Employee shall be given written notice of the reasons for such meeting within a reasonable amount of time and shall be informed of his/her right to have representation during the meeting.

An Employee who is required to meet with an administrator for an investigatory conference, from which there is a reasonable expectation discipline might result, shall be given verbal notice of the reasons for the conference and shall also be informed of his/her right to have representation present.

In the case of a meeting with a staff member to communicate a reduction in force or recommendation for dismissal, the Association president(s) shall be notified so that he/she/they may be available to meet separately with the staff member at the conclusion of the meeting.

4.3 RULES AND REGULATIONS

All written policies, written regulations, and written rules of the Employer must be published and placed on the district website. The board (or designee) will provide electronic communication to the AEEA Leadership when existing written regulations and written rules have changed.

4.4 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

Employees shall be notified of their assignment for the following school term as to school, grade level, and/or subject area by the last day of the school term. If it is a different assignment than the employee currently has, the employee may

request to meet with the administrator making the change. After the last day of the school term, said assignment may only be changed by the Administration if necessitated by an emergency. The term emergency may include, but is not limited to, a significant change in enrollment, or a vacancy created by death, disability, resignation, dismissal or the leave of absence of an employee. In the event of any emergency changes of assignments, the Employee affected shall be notified promptly.

4.5 TEACHER PRIVACY

Teachers shall have the right to receive personal mail in teacher mailboxes, subject to the hold harmless provision appearing in Section 5.15 of this Agreement.

4.6 EMPLOYMENT ELSEWHERE

Any teacher has the right to make application for a position in another school district while still under contract with the Board. The teacher is free to accept employment elsewhere after the expiration of his/her contract with the Board, or if a tenured teacher, in accordance with the *School Code*. An application placed with another prospective employer shall not in any way prejudice the teacher's status in his/her present position, it being specifically understood, however, that a teacher in this District shall honor his/her contract unless terminated in accordance with the *School Code*.

4.7 REQUEST FOR VERIFICATION OF SERVICE

Upon request by a teacher or prospective employer, an administrative officer of the Board shall furnish to the chief officer of another school district or other prospective employer a verification of the teacher's service. The request for such verification and recommendations shall not be construed as notice of intention to resign.

ARTICLE 5

ASSOCIATION RIGHTS

5.1 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide to the Association President all regularly and routinely prepared information concerning the financial statement, audit and treasurer's report. Nothing herein shall require the central administrative staff to research and assemble information.

5.2 BOARD OF EDUCATION AGENDA TO ASSOCIATION REPRESENTATIVES

The Board shall provide to the Association representatives and the Association President the prepared Board agenda for regular and special meetings prior to the meetings.

5.3 ASSOCIATION MATTERS - BOARD AGENDA

The Association President or designee shall be given the opportunity during that portion of each regular Board meeting set aside for comments from the audience to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised of the substance of such remarks at least twenty-four (24) hours in advance of the meeting.

5.4 NAMES AND ADDRESSES - NEW EMPLOYEES

New employee lists, including home addresses, shall be given to the Association President on or about September 30 of each year. Names and addresses of new hires shall be given to the Association President as they become available.

5.5 ASSOCIATION LEAVE

The Association shall be granted an aggregate number of leave days equal to ten (10) regular school days. Use shall be at the discretion of the Association with the Association reimbursing the Board for the regular substitute pay. Teachers using Association leave days shall suffer no loss of salary. The Association agrees to supply in writing the names of the teachers and the dates for these days to the Superintendent and to each Building Principal affected at least forty-eight (48) hours prior to such leave. No more than two (2) teachers from any one (1) building on any one (1) date may use this leave.

5.6 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

The Association shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Association shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Association for one-half (1/2) the cost of such printing.

5.7 LABOR - MANAGEMENT MEETINGS

The Superintendent and the Association President agree to make themselves available to each other for occasional meetings to discuss mutual concerns as the need arises.

5.8 CHANGING EXISTING BOARD POLICY AND PROCEDURES

Before the Board changes any existing policies or procedures which affect the Employee's wages, hours or other terms and conditions of employment (not including matters of employer rights as defined in section 4 of the IELRA), they shall:

- A. Notify the Association of any potential change.
- B. If the proposed changes are not acceptable to the Association, the Association shall, within ten (10) days of the notice provided for in sub-section A above, serve written demand to bargain pursuant to Article 2 of this Agreement. Failure on the part of the Association to serve such demand in a timely manner shall be considered a waiver of the Association's right to bargain.

5.9 SUSPENSION WITHOUT PAY

No employee shall be suspended without pay without reasonable cause. Any Employee charged with misconduct, neglect, or violation which may lead to his/her suspension with or without pay shall have the right to be represented by the Association in any meeting conducted by the Board or Administration with such Employee regarding such charge. Prior to scheduling any such meeting or hearing, the Employee will be given reasonable notice of the nature of the charge and informed of his/her right to be represented by the Association at such meeting. This provision shall be non-grievable.

5.10 PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association may sign and electronically deliver to the Business Office at the Administrative Services Center an assignment authorizing deduction of Association dues in an amount to be certified annually by the Association. Such authorization and assignment shall continue in effect from year to year unless canceled by the originating teacher. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.
- B. The Board shall deduct Association dues from each paycheck beginning in September and continuing through June when the AEEA membership roster has been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Association to collect directly from the teacher:
 - 1. Dues owed after cancellation of a deduction authorization.
 - 2. Dues owed before the time the deduction authorization became effective.
 - 3. Dues missed because of insufficient earnings.
- C. The Board shall remit to the Treasurer of the Association the total amount of money deducted for that pay period within ten (10) working days. Such remittance shall be accompanied by a listing of the names of teachers from whose salary the dues were deducted.
- D. The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Section or in reliance of any assignment furnished under the provisions of this Section.

5.11 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

- A. The Association may have the use of the school buildings for meetings by reaching mutual agreement with the respective Building Principal regarding time, date, and room location. Should these meetings be held during regular school days and hours, or immediately thereafter, there shall be no interruption or interference with school activities. If facilities are requested at times other than days and times indicated above, the

Association shall follow established Board rules and regulations for permission.

- B. The Association may use duplicating equipment, computers, and other word processing equipment for Association business at times that are not during student instruction times. The Association shall reimburse the Board for all consumable supplies and materials.

5.12 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

- A. A bulletin board shall be provided in each teacher lounge for the purpose of posting announcements of local Association business.
- B. The Association shall have the right to use teacher mailboxes for official Association announcements and materials. Any individual flyers/notices regarding endorsements of political candidates in the local area or local area business/political issues of a controversial nature shall be provided to the Superintendent prior to distribution. Should there be a difference of opinion as to whether the materials (concerning local area business/political issues) are of a controversial nature; the matter must be resolved by the Superintendent and the President of the Association prior to distribution. There shall be no restrictions on any materials concerning negotiations between the Board and the Association. Use of school mail services shall be without U.S. Postage unless otherwise required by the U.S. Postal Service or other appropriate agency or court. Furthermore, the Association shall indemnify and hold harmless the Board from any liability, damages, fines, or other costs arising from the Association's use of such mail service. All use of email or other district electronic resources are subject to the District Acceptable Use Policy. All activities covered by Section 5.12 should take place outside of student instruction times.

5.13 WORK AREA

The Board recognizes that in order for an Employee to accomplish his/her job effectively, it is necessary for each building to have a designated work area which can be used by itinerant teachers for the purpose of preparation, grading papers, storage of materials and other functions for the practice of his/her profession. If the employee's position requires storage of or exchange of confidential information, that employee shall have access to a secure area for this purpose. This matter shall be referred to the respective building leadership committees and, if necessary, to the Superintendent.

5.14 SCHOOL CALENDAR

Each year, before the Superintendent submits the next year's calendar to the Board for approval, the Superintendent will meet with the Association President or his/her designee to allow him/her to give input into the school calendar. However, Board decisions regarding the school calendar shall be final and non-grievable except where the calendar may violate other provisions of this contract.

ARTICLE 6

WORKING CONDITIONS

6.1 CLASS SIZE

The Board and the Association recognize the importance of class size and its relationship to effective instruction. The Board shall attempt to maintain class sizes which are equitable for all children in the same grade level within a school in grades K-5. However, neither this section nor Board Policy nor practice regarding class size shall be subject to the grievance procedure.

6.2 STUDENT GRADES

The responsibility for assigning grades rests with the teacher. Neither the Board nor the Administration shall change any recorded grade without the knowledge of and consultation with the teacher. If such a change is made, the person making the change shall assume responsibility for determining the grade, and shall initial such change.

6.3 OPENING DAY CLASSROOM PREPARATION

No Administrative meetings of any nature shall be scheduled after 1 p.m. on the first day of the school term, except in cases of extreme emergency. This time shall be reserved for teachers to prepare classrooms and materials for the arrival of students.

6.4 LUNCH PERIODS

All employees shall have a duty free lunch period of no less than the time allotted for the student lunch/recess or lunch/homeroom period, but not less than thirty-five (35) minutes. If the student schedule permits, the administration will schedule lunch no earlier than two-and-a-half (2.5) hours after the regular school start time and no later than two (2) hours before the regular dismissal time.

6.5 PREPARATION TIME

Antioch Upper Grade teachers shall receive one (1) period per school day for preparation and planning. All PreK-5 teachers shall receive individual preparation and planning time of one hundred fifty (150) minutes per week (pro-rated for part-time employees and/or partial school weeks) during student attendance hours. Anything outside 150 minutes may be assigned by the administrator for other

educational responsibilities that may include but is not limited to: collaboration with colleagues, team time, PD, peer observations, or IEP/ parent meetings. When out on field trips, teachers may not be able to make up plan time from that day. Planning and preparation must be done at a District 34 building unless approved by an administrator or designee.

The Board recognizes the value of individual plan time. Administration will attempt to schedule 30 minutes of individual plan time per day during student contact time. 30 minutes of individual plan time each day cannot be guaranteed; however, a total of 150 minutes for a full week will be granted. In the event that a teacher loses the only 30-minute individual plan time on a given day, the administration will attempt to arrange for coverage at an alternate time that day.

6.6 Compensation for Overload Assignments at AUGS

If an existing professional-educator-licensed AUGS staff member actually teaches an additional section above and beyond the regular AUGS assignment (currently five sections plus a 25-35 minute intervention), his/her regular compensation will be increased by $\frac{1}{5}$ of his/her current salary. For any teacher who teaches more than five sections plus a 25-35 minute intervention for less than a full school year, his/her additional compensation will be pro-rated, based on the number of days the overload assignment is taught, divided by the total number of days in the then-current school year.

6.7 Released Time

All special education personnel who are mandated to write IEPs and update them each trimester shall be granted up to three (3) days of released time annually for the purpose of writing IEPs and conducting yearly IEP conferences with parents. The released days shall be determined by mutual agreement between the individual building principals and the involved special education personnel including, but not limited to, Learning Disability Teachers, Speech Therapists, Behavior Disordered Specialist, Social Workers and Psychologists.

6.8 Internal Substitution

Teachers at the Antioch Upper Grade School may be used for internal substitution during their team planning period, and after two (2) occurrences, shall be paid at the internal sub rate for each subsequent period. Administration

will exhaust all two (2) occurrences prior to compensating staff for internal subbing. Teachers at the Antioch Upper Grade School may give up, if needed, their individual planning time and/or their duty free lunch period to be used for internal substitution and will be paid at the internal sub rate.


In emergencies, a class, such as P.E., may be assigned to another teacher during his/her regular teaching period. When this happens, the teacher shall be paid at the internal sub rate.

Teachers in elementary buildings who lose their preparation time due to unavailability of a substitute for a special shall be paid the internal sub rate for the actual amount of lost preparation time, after they have completed two (2) occurrences. An occurrence shall be defined as 1-30 minutes. 31-60 minutes shall be two (2) occurrences.

ARTICLE 7

IN-SERVICE TRAINING

7.1 DISTRICT-WIDE AND BUILDING IN-SERVICE PLANNING COMMITTEES

- A. District In-Service Planning Committee. A district-wide in-service committee shall be established to make advisory recommendations regarding the content of district-wide in-service programs. Final decisions regarding the program selection shall be made by the Superintendent. The Superintendent or designee and the Association shall seek volunteer representative of the staff to serve on the district-wide in-service committee. However, the final selection of the committee members shall be made by the Superintendent.
- B. Health Fair will occur each year as long as it is offered by the health care provider. If it is no longer provided by the health care provider, Health Fair will be provided by the district every other year.
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ARTICLE 8

LEAVES

8.1 SICK LEAVE DEFINED

- A. Sick leave benefits as herein provided are to be credited at the beginning of each school year. If the teaching contract is not fulfilled, appropriate deductions from the final pay shall be made for any teacher who terminates his/her contract early and has utilized more than the appropriate pro-rata number of leave days.
- B. Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Use of sick leave for this purpose shall be at the discretion of the teacher.
- C. For purpose of the Agreement, immediate family shall include; parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- D. A teacher shall also be permitted to use available sick leave for birth, adoption or placement for adoption. However, in the case of adoption or placement for adoption, the number of available sick leave days a teacher may use shall not exceed sixty (60) sick leave days per occasion (e.g., the adoption of multiples shall constitute one occasion). A teacher may use available sick leave for any legitimate adoption-related activity that cannot be conducted outside the workday (e.g., overseas travel, court appearance, etc.) However, once the child(ren) is/are placed, if the teacher elects to use any portion of his/her remaining sixty (60) day sick leave allotment for adoption or placement for adoption, he/she must use it within the first twelve (12) weeks following placement and it must not be used on an intermittent basis. A teacher who is absent from work on account of giving birth may use available sick leave during the first twelve (12) weeks following the birth of the child. A teacher, whose recovery period after giving birth exceeds twelve (12) weeks, may use additional available sick leave if the need for such leave is medically substantiated. A teacher whose significant other gives birth may use up to five (5) available sick leave days for a normal delivery and up to ten (10) available sick leave days for a cesarean delivery.

8.2 SICK LEAVE

Years of Antioch District #34 Service Sick Leave Days per School Year

0-4	12 days
5-14	15 days
15+	20 days (Must have accumulated 150 days)
25+	25 days (Must have accumulated 200 days)

Sick leave days may be accumulated to a maximum of 400 days. Any days not used toward retirement may be donated to the sick bank and will not be paid out.

8.3 SICK LEAVE BANK

The Sick Bank will be administered by the Executive Board of the Antioch Elementary Education Association. The committee shall establish rules and regulations, where appropriate, governing procedural aspects of the Bank such as the application process for use of Bank days.

8.4 PERSONAL LEAVE

In addition to sick leave, three (3) days at full pay may be used annually for personal leave. At least forty-eight (48) hours in advance of the anticipated leave day(s) (except in situations where an emergency exists), personal leave request must be entered into the absence reporting system.

Personal leave may not be used to extend a scheduled holiday or break, on days immediately preceding or following a school holiday, and on the first and last day of the school calendar, except if the teacher provides a reason. Administration also reserves the right to deny the use of personal leave if approval creates an issue in staffing the classrooms/building and there are no other options.

Any unused personal days will roll into sick time.

8.5 BEREAVEMENT LEAVE

The Board shall provide each employee up to three (3) days of paid leave each school year for bereavement purposes. Such leave may be used to the extent it is necessary for the employee to make any arrangements for, or attend, services related to the death of an "immediate family member." The term "immediate family member" means parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, nieces, nephews, aunts, uncles and legal guardians. Unused bereavement leave shall not carry-over to the following school year. If the teacher's personal leave days have been used or approved, sick leave may then be used to attend funerals outside one's immediate family.

8.6 JURY LEAVE

Leave for jury duty shall be regulated according to the *Illinois School Code*.

8.7 PROFESSIONAL CONFERENCE LEAVE

Upon the approval of the Building Principal, and the Superintendent or designee, teachers shall be allowed to attend professional conferences. When the employee is notified of an approval, he/she shall also be informed whether any of the expenses for food, lodging and travel will be reimbursed. In the event attendance at a professional conference is approved and then substitutes become unavailable, approval may be withdrawn, provided pre-approved pre-paid expenses of the employee will be reimbursed.

8.8 UNPAID LEAVES OF ABSENCE

Teachers may be eligible for unpaid leaves of absence for any of the following reasons, subject to the general conditions for leave (8.9) and any other specific conditions which may apply as set forth in subparagraphs A through M below.

A. Parental Leave

Any teacher who has entered upon contractual continued service shall be entitled to parental leave without pay or other benefits subject to the general conditions of 8.9 below. The effective dates of the leave shall be determined pursuant to 8.9 except that the leave may extend for one additional school year beyond the balance of the year in which it commences.

Nothing in this section shall be construed as requiring a teacher to apply for parental leave, nor is it intended to limit the right of the teacher to the

use of sick leave, or any combination thereof, during pregnancy related disability. Should a teacher on sick leave exhaust such leave prior to termination of the disability, the teacher shall be granted a limited leave of absence without pay or other benefits for such period of disability, except that major medical and life insurance benefits shall continue during such leave to the extent required under the *Family and Medical Leave Act* or Section 8.9.E, whichever is applicable.

B. Disability Leave

Any teacher who is temporarily disabled and has exhausted all available sick leave shall be entitled to disability leave without pay or other benefits (except as eligible under TRS) subject to the general conditions of 8.9 below. Such leave shall be for the period of temporary disability only.

For purposes of this section, any absence because of disability or incapacity for less than ninety (90) consecutive school days, or for less than 90 out of 120 school days from the same illness or incapacity shall be deemed a temporary disability. Thereafter such absence shall be deemed a permanent disability.

C. General Leave

Any teacher may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the School District as determined by the Board subject to the general conditions of 8.9 below.

8.9 GENERAL CONDITIONS FOR LEAVES OF ABSENCE

Unless otherwise set forth in this agreement, any leave of absence granted by the Board for the reasons stated in 8.8 above is subject to the following general terms and conditions:

A. Time-Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.

B. Medical Substantiation

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any employee on an unpaid leave for personal medical reasons. At its option, the Board may require a Board-paid medical examination in lieu of or in addition to the aforementioned physician's statement.

C. Structuring of Leave

After consultation with the teacher the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant, duration of the leave requested, availability of substitutes and other pertinent time factors related to the request.

Unless expressly agreed otherwise, leaves shall be for one school year. Every effort shall be made to have leaves terminate immediately prior to the start of a new school year. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the teacher; 2) in cases of anticipated disability, no later than 30 calendar days prior to the anticipated date of disability; or 3) the actual date of disability, whichever shall first occur.

D. Sick Leave

Sick leave shall not be applicable during the period of any leave, except parental leave, and then only as outlined in Section 8.1.D. Any unused accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

E. Insurance Benefits

With the consent of the carrier, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums which may be due to the Business Office or elsewhere pursuant to its direction.

F. Notice of Intent to Return

Any teacher granted an unpaid leave, as a condition thereof, shall advise the Superintendent or designee in writing as to whether he/she intends to return, as follows:

Leaves extending to Winter Break - no later than November 1st of such leave;

Leaves extending to Summer Break- no later than February 1st of such leave;

Full School Year leaves - no later than February 1st of such school year;

In the case of leaves different in duration than described above, the Superintendent shall establish a reasonable notice date in consultation with the teacher.

Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

G. Early Return from Leave

A teacher on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent.

H. Non -Tenured Teachers

A leave may be granted to a non-tenured teacher by action of the Board of Education, subject to all the conditions applicable to a tenured teacher. However, for a school term to count toward the attainment of tenure, the non-tenured teacher must work at least one hundred twenty (120) full time employment days. A school term that is not counted toward attainment of tenure shall not be considered a break in service for purposes of determining whether the non- tenured teacher has been employed for the period of time necessary to attain tenure, provided that the non-tenured teacher actually teaches or is otherwise present and participating in District 34's educational program in the following school term. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other

non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.

I. Board Discretion

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with respect to any other request for leave by a teacher in the District.

J. Eligibility for Further Leaves

Anything in this section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

K. Seniority During Leaves

A year's seniority shall be granted for the year of the leave of absence if more than one hundred twenty (120) days were worked the year in which the leave was granted.

L. Return To Active Employment

Upon return to active employment from a leave of absence, the teacher shall advance on the salary schedule based on days worked. If a teacher works less than forty-five (45) days in the school year, no longevity credit shall be given for the year and the teacher shall not advance on the salary schedule. For those who work forty-five (45) days or more, but less than one hundred twenty (120) days, one half of a year's longevity credit shall be granted. Those teachers working one hundred twenty (120) days or more shall be granted a full year of longevity credit.

M. Family and Medical Leave Act (FMLA)

The provisions of this Article shall be subject to the District policy regarding the Family and Medical Leave Act. Such policy shall include a provision which permits teachers the choice of available sick leave or FMLA leave, provided that if the teacher chooses sick leave, the Board shall receive credit toward the teacher's available FMLA to the extent such sick leave is used (see substitution of leave provisions of the District's FMLA policy).

ARTICLE 9

EMPLOYEE EVALUATION

9.1 EVALUATION PLAN

PERA JOINT COMMITTEE

The Administration and Association shall form a PERA Joint Committee composed of an equal number of representatives from the Administration and Association. The PERA Joint Committee shall operate pursuant to Section 24A of the *Illinois School Code*.

See “Antioch Professional Appraisal Plan” for full evaluation process.

ARTICLE 10

PERSONNEL FILE

The official file of all materials related to a teacher shall exist at the Administrative Services Center. If any evaluative material is to be placed in a teacher's file, the Superintendent or designee shall notify said teacher in writing before such placement is made by the teacher acknowledging that he/she has seen such material by affixing his/her signature and date on the actual copy. Each teacher shall have the right to review the contents of his/her personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents. The teacher may review his/her file upon forty-eight (48) hour written notice - submitted to the Superintendent and/or designee during the regular hours established for the Administrative Services Center. The Superintendent and/or designee shall be present during any review. The teacher shall acknowledge that he/she has reviewed such material by affixing his/her signature and the date on the actual material reviewed. The signature does not indicate agreement with the content of the materials. Personnel files are the property of the Board and shall remain in the District. Copies of the contents of personnel files shall not be made and forwarded to anyone without written notice to the teacher. The teacher may not remove any material from the file, however, copies of materials shall be made for the teacher (at his/her expense) if requested.

ARTICLE 11

REDUCTION-IN-FORCE

11.1 REDUCTION-IN-FORCE PROCEDURES

- A. If removal or dismissal of a teacher results from a decision of the Board to decrease the number of teachers employed by the Board or from discontinuance of some particular type of teaching service, the district shall follow the procedures prescribed by state law. If, after following the procedures prescribed by law, seniority between two or more teachers is identical, then the teacher with the greater total length of in district teaching experience shall be considered more senior. If there still continues to be a tie, the teacher with the greater total length of teaching experience shall be considered more senior. If there is still a tie, the District shall determine seniority using a lottery method.
- B. If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in reverse order of reduction-in-force, so far as they are legally qualified to hold such positions. Vacancies which must be tendered to honorably dismissed teachers during their period of recall rights include any full-time or part-time positions becoming available. Vacancies shall not be deemed to include, however, any short-term or substitute position of less than sixty (60) days' duration. To be eligible for recall, the teacher must provide the Superintendent or designee, in writing, and prior to the last day of employment, with the address where he or she can be reached. Upon the tendering of any vacancy during the recall period, the teacher must notify the Superintendent or designee of the acceptance of the position in writing within ten (10) calendar days of receiving, by certified mail, notice of the vacancy.
- C. A teacher's failure to notify the District of acceptance of a tendered vacancy shall constitute a rejection of the offered position. Any teacher who rejects an offer of a full-time vacant position for which he or she is qualified shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period.
- D. Sequence of Honorable Dismissal List by no later than seventy-five (75) calendar days prior to the end of the school term if there is a reduction in force scheduled to take place during the school term. If there is no

reduction in force scheduled during the school term, the Sequence of Honorable Dismissal List by the last day of school.

11.2 SENIORITY LIST

By February 1 annually, the administration will publish a seniority list, which will be posted in each building. Each employee shall have fourteen (14) calendar days thereafter to file written objections to his/her ranking to the Superintendent or designee.

11.3 JOINT RIF COMMITTEE

The Administration and Association shall form a Joint RIF Committee which shall operate pursuant to Section 24-12 of the *Illinois School Code*.

ARTICLE 12

VACANCIES AND TRANSFERS

12.1 NOTIFICATION OF VACANCIES

- A. During the school term, the Administration agrees to give notice of vacancies existing or anticipated in all professional staff positions before filling the vacancy. Vacancies shall be posted on the district's online posting system ten (10) days prior to filling the position, except that this provision shall not be construed to preclude an emergency filling of a vacancy if circumstances require. A vacancy shall be defined as a newly created position, or a position that has become available due to the cessation of another teacher's employment. However, a vacancy shall not include any position available due to the redeployment of staff in the event of a reduction in force and it shall not include any position temporarily available due to another teacher's leave.
- B. The Administration agrees to notify the Association President or a designated representative of the Association of professional staff vacancies for the following year that take place between the end of one school term and the start of the next school term. Notification shall be by electronic means, including email notification to the Association President(s) or designated representative on or about the following dates: July 1st and August 1st.

12.2 TEACHER TRAINING AND CURRICULUM WORK

When teachers are required by the district to take additional training or coursework to fulfill the requirements of their position, the coursework or training shall be paid for by the district and the employee shall be compensated for time attending the class/training outside of school hours at the rate of \$30 per hour.

12.3 TRANSFERS

When student population or program changes necessitate staff changes, Administration shall initially seek volunteers by posting on the website.

While the Board shall encourage a practice of filling vacancies with voluntary transfers, it reserves the right and responsibility to assign personnel to positions, which are in the best interest of the District. Typically, written notification of transfers shall be given to the affected teacher(s) at least thirty (30) calendar

days prior to the implementation of the transfer. In special circumstances determined by the Board, less than thirty (30) days notice may be given. The Board, when selecting personnel to an assignment by way of involuntary transfer, shall give consideration to past transfers: that is, when possible, a teacher who has been transferred recently shall be given consideration not to be transferred. Transfers, voluntary or involuntary, are not grievable nor subject to the grievance procedure set forth in this Agreement. However, transfers may be appealed through the chain of command within ten (10) working days of the initial notification of transfer. Requests for appeal must be in writing. For purposes of this section, the chain of command shall consist of: 1) a joint meeting between the teacher and the teacher's principals for the buildings of both the former assignment and the new assignment, 2) the Superintendent. Following the meeting with the Superintendent, and upon the teacher's request, the Superintendent shall submit a written report to the Board regarding the matter and the teacher shall be entitled to submit a written report to the Board. Nothing herein shall preclude the Superintendent from reporting to the Board on his/her own initiative. Notwithstanding anything herein, the Board shall follow the statutory provision for filling a vacancy.

This Article 12 shall not be applicable to circumstances in which significant staff transfers are required, such as the staffing of a new building.

ARTICLE 13

COMPENSATION AND RELATED PROVISIONS

13.1 PLACEMENT ON THE SALARY SCHEDULE

A. Initial Placement

The Board shall place teachers new to the District, including those who may have taught in the District previously and are being re-employed, on the salary schedule at a lane and/or step deemed appropriate by the District. For hard-to-fill positions, AEEA leadership will be informed if a new staff member's salary will exceed an existing staff member's salary who has the same role, education and years of experience. Such placement shall be non-grievable.

B. Movement

Withholding of increments shall be non-grievable.

Since experience cannot be separated from performance, the movement from one salary step to another implies not only an added year of experience, but also "proficient" or above based on the PERA Professional Appraisal Plan. The Board reserves the right, based on the recommendations of the administration, to stop a teacher's progress on the salary schedule until such time as evidence of "proficient" performance is determined by evaluation. The procedure, criteria and standards of evaluation have been mutually approved by the Board and the AEEA.

Any teacher who receives such a rating may, before being placed on a Professional Development Plan or remediation, request that an academic member of the Cabinet observe and evaluate their performance. Such evaluations will then be provided along with the original evaluation to the Superintendent or designee.

13.2 PART-TIME/PART YEAR PAY AND BENEFITS

Any teacher employed less than full-time or less than a full year shall receive pro-rata compensation and benefits based upon the actual period of employment, provided the teacher is eligible to receive those benefits as defined in any policy of insurance. All pro-rated benefits shall be based on a calendar year beginning September 1, notwithstanding the actual opening day of school. Any teacher whose benefits must be computed pro-rata shall have such done by dividing the actual number of workdays by one hundred eighty (180) and multiplying this number by the annual benefit involved. Insurance premiums shall be paid through the last day of the month in which the teacher ceases employment. Sick leave and personal leave shall be rounded to the nearest day.

If a teacher works less than forty-five (45) days in a school year, no longevity credit shall be given for the year and the teacher shall not advance a step on the Salary Schedule. For those teachers who work forty-five (45) days or more, but less than one hundred twenty (120) days, one half ($\frac{1}{2}$) of a year's longevity credit shall be granted. Those teachers working one hundred twenty (120) days or more shall be granted a full year of longevity credit. In no case will any teacher advance more than one (1) vertical step in any single year.

13.3 APPROVED CREDIT

Board granted graduate credit and earned graduate credit approved for reimbursement by the Administration shall count toward lane advancement on the salary schedule, subject to the approval standards of section 13.16 of this Agreement.

Additionally, from time to time the District may offer extended professional development opportunities for credit toward lane advancement. Such opportunities, which will be offered outside the work day and/or school calendar, will be announced by the District in advance, including any specific requirements and the number of credit hours to be granted. All teachers shall have the opportunity to request to participate, but final participant selection shall be made by the administration. The District will provide a certificate or letter upon successful completion of the professional development opportunity.

13.4 LANE ADVANCEMENT

When a teacher has achieved sufficient credit for lane advancement on the salary schedule, the teacher shall submit to the Superintendent, or designee, an official sealed or e-mailed transcript provided by the university and proof of payment. The advancement shall be effective on the start of the school term

provided the above-mentioned documentation is submitted on or before September 30. If the documentation is submitted after September 30, but on or before February 28, the advancement shall be effective on the thirteenth (13th) paycheck of the school term. In this case, the compensation shall be computed to equal credit for one-half ($\frac{1}{2}$) of the school year and pro-rated over the teacher's remaining checks.

Only one lane advancement can take place per school year.

13.5 PAYROLL DISTRIBUTION

Payroll checks shall be issued semi-monthly on the 15th and the last day of the month. In the event that a payday falls on a weekend or bank holiday, the payday will be moved forward to the preceding day. The 15th payday will cover extra-duties received by the payroll department for the period from the 21st of the prior month to the 4th of the current month. The last day of the month payroll will cover extra-duties received by the payroll department for the period from the 5th to the 20th of the current month.

Extracurricular stipends shall be paid based upon the end cycle of the sport/stipend event.

- Fall sports/stipend events shall be paid on the last payday of October.
- Winter I sports/stipend events shall be paid on the last payday of December.
- Winter II sports/stipend events shall be paid on the last payday of March.
- Spring sports/stipend events shall be paid on the last payday of May.
- Annual sports/stipend events shall be paid out annually on each pay of the year.

Extracurricular stipends are categorized by the 'season' as shown on the Appendix B-1 Extra Curricular Stipend page of the CBA.

13.6 PAYROLL OPTION/DIRECT DEPOSIT

The Board shall offer teachers the opportunity to authorize in writing the direct deposit of the teacher's regular paycheck.

13.7 MISCELLANEOUS DEDUCTIONS

The Board shall provide teachers with the opportunity to participate in the following payroll deductions or any other such deductions that the district may approve:

1. Tax Deferred Annuity Plans
2. Credit Association Savings Plans
3. Disability Income Plans
4. Ordinary Life Policies
5. Income Protection Plans

13.8 SALARY SCHEDULE

The salary schedule shall be as set forth in the Appendix which is attached to and made a portion of this Agreement. The salary schedule shall be based upon a one hundred eighty (180) day school term, as determined by the Board. Any remaining unused emergency days shall be taken off the calendar at the end of the school term as further clarified under Section 13.10 of this Agreement.

13.9 EXTRA-DUTY PAY AND ASSIGNMENTS

The extra-duty pay schedules shall be established as set forth in Appendices which are attached to and made a portion of this Agreement. Extra-duty pay shall be allowed only for those jobs listed. Any newly created jobs and pay shall be negotiated by the parties using the Antioch District 34 Extra-Duty Stipend form. If the Board determines to fill extra-duty positions, principals shall attempt to fill the extra-duty positions with qualified teacher volunteers. In the absence of volunteers to accept extra-duty assignments, the Administration reserves the right to assign such duties in a non-discriminatory fashion to those teachers the Administration deems qualified to handle the activities, subject to the following:

- A. If no district teacher is interested in the position, the Board may employ a non-teacher.
- B. If two (2) or more district teachers and no qualified non-teachers are interested in the same position, the Board may appoint the teacher of its choice without regard to seniority.

- C. A standing joint committee shall be formed to make recommendations regarding administration of the extra-duty schedule. The committee will establish written criteria for making such recommendations with respect to all aspects of a club or activity placed on the extra-duty schedule. The Association and the Board shall each appoint committee members. All recommendations shall be advisory and shall be subject to the rights of the parties to negotiate wages, hours and terms and conditions of employment to the extent required by law or this Agreement.

13.10 LENGTHENING OF SCHOOL DAY OR SCHOOL TERM

If, during the life of this Agreement, the school term is lengthened by the Board beyond one hundred eighty days (180), each teacher shall be compensated an additional $\frac{1}{180}$ of his/her salary shown on the salary schedule for each day the school term is lengthened. For purposes of this provision, the school term shall be defined as 180 work days and 10 emergency days. As already provided in section 13.8, any unused emergency days shall be taken off the calendar at the end of the school term. Consequently, if the number of work days is increased beyond 180, the above compensation formula shall apply unless the parties mutually agree otherwise.

If, during the life of this Agreement, the school week is lengthened by the Board beyond thirty-eight and one-half (38.5) hours, each teacher shall be compensated an additional $\frac{1}{38.5}$ of his/her salary shown on the salary schedule for each hour the school week is lengthened.

Should the State Legislature lengthen the school term or school day during the life of this Agreement, salary adjustment shall depend upon special state funds allocated for this purpose and negotiations by the parties.

13.11 ADJUSTED WORK YEAR

- A. Early Childhood Assessment Team (ECAT) Summer Work

The work year for AEEA members who are part of the district's ECAT (i.e., Speech Pathologists, Certified School Nurses, and School Psychologists) will follow the same schedule as teachers, except that a building principal/designee may excuse an ECAT member from attending work on one or more days during the school year and, in place of the excused days, reschedule the ECAT member to work an equivalent number of work days over the summer break. Such rescheduling of an ECAT member's work year will not involve additional compensation.

B. Teaching & Learning Specialists (i.e. Library Media Specialist(s), Tech Integration Specialists, Academic Coaches) & Certified School Nurse(s) Work Year

Teaching & Learning Specialists and Certified School Nurse(s) work year shall follow the same schedule as the teachers, except that a superintendent or designee may allow for flexible scheduling of up to ten (10) of the 180 work days to provide for summer work days. Such rescheduling of these employees' work year shall not involve additional compensation.

13.12 INSURANCE - GROUP MAJOR MEDICAL

A. The Board shall make available for each teacher a group health/major medical insurance plan or plans. Any insurance coverage shall be effective as soon after initial employment as the insurance carrier(s) shall permit.

B. The Board shall contribute amounts not to exceed \$7,550 for the 2018-19 school year and \$7,700 for the 2019-20 school year toward the single coverage premium and a supplemental major medical insurance policy for each teacher who is eligible and elects to participate.

Only in the event that the District's insurance reserve balance decreases below an amount equal to twenty percent (20%) multiplied by the current annual premium multiplied by the number of employee participants (e.g., 20% x \$7,250 x 200 employees = \$290,000), may the Board's contribution toward the single coverage premium increase above the amount stated herein. In such an event, the Board and the employee shall each pay fifty percent (50%) of such increase, except that the Association reserves the right to submit a request to make changes – designed to avoid or minimize the increase in the cost of benefits - to the Schedule of Benefits from the Plan Document for District Health Insurance Plan for the Employees of Antioch School District No. 34. In the case of HMO, PPO or supplemental major medical insurance, the aforementioned fifty percent (50%) contribution shall not apply unless and until the single coverage premium for such HMO, PPO or supplemental insurance exceeds the single coverage

premium for the group health/major medical policy.

The Board and the Association shall maintain a joint insurance committee of equal membership not to exceed total members of eight in number. Additional members of non-teaching employee groups may be allowed to participate. The purpose of the committee shall be to review current medical policies as well as other policies with the goal being to make recommendations for a district-wide insurance plan likely to deliver medical coverage in the most cost effective manner. The role of the committee shall be advisory only. This committee shall meet no less than quarterly.

The Board shall offer family coverage for those who authorize it to the Board in writing through payroll deduction. In addition to the Board contributions for single coverage premium stated above, the Board shall contribute an amount not to exceed \$1,620 for the 2018-19 school year and \$1,650 for the 2019-2020 school year toward the family coverage premium for each teacher who is eligible and elects to participate.

The above insurance benefits shall be offered pro-rata to part-time/part-year teachers who are eligible for insurance coverage under the terms of the then current policy. In the event a teacher leaves the district prior to the last day of school due to resignation or termination, Board contribution toward insurance premiums shall be paid through the last day of the month in which the teacher ceases employment.

The parties agree that, at the time this Agreement was being negotiated, the laws, rules and regulations surrounding the provision of health insurance by employers were in flux. Therefore, the parties agree that, the Board may request to, and if so requested, the parties shall reopen Section 13.12 of this Agreement due to changes and/or interpretations of the Internal Revenue Code or other laws affecting the provision of insurance benefits, or rules and regulations thereunder. Any such request to reopen shall be made in writing.

13.13 DENTAL INSURANCE

The Board shall annually contribute \$110.00 toward the cost of employer provided dental insurance.

13.14 LIFE INSURANCE

The Board shall provide one hundred thousand dollars (\$100,000) of term life insurance per full-time teacher from a company it chooses. However, the amount

of group term life insurance may be reduced for full-time teachers who are 65 and older in accordance with the schedule of benefits established by the group term life insurance carrier.

13.15 FLEXIBLE BENEFIT PLAN

The Board shall establish and fund the administrative setup fee, if any, of a flexible benefit plan which meets the requirements of Section 125 and Section 129 of the Internal Revenue Code. Each teacher participating in the plan shall pay any other individual administrative fee for the plan. The plan shall be administered by an independent contractor selected by the Board. The plan shall be developed in consultation with the Association and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for a teacher to elect to deduct from his or her compensation amounts to pay for benefits under the plan. Such benefits will include to the extent allowed by the Internal Revenue Code:

1. Premium costs for health insurance not otherwise paid by the Board;
2. Single/Dependent Dental Insurance Expenses;
3. Disability Income Insurance Expense
4. Other Non-Reimbursed Medical/Dental Expenses
5. Dependent Care Expenses
6. Vision Care Expenses

Part-time teachers may be eligible to participate according to the terms of the flexible benefit plan.

Each teacher wishing to participate in the plan shall, in accordance with the terms of the plan, elect by not later than September 1 of each plan year, the benefit(s) he/she wishes to participate in under the plan, as well as the amount of salary he/she wishes to deduct for his/her anticipated costs of participation in the plan. Such election shall be irrevocable for the twelve (12) month period September through August ("plan year") except for an authorized change in status as allowed under the terms of the plan and as otherwise allowed by the Internal Revenue Code and applicable regulations. By electing to participate, a teacher will also authorize the deduction of such anticipated costs, provided such amounts are within the limits set forth by the plan and applicable law. In no event shall a teacher authorize a deduction of less than four hundred dollars (\$400) per plan year, or a deduction of more than two thousand five hundred dollars \$2,500 per plan year for non-reimbursed medical/dental expenses and vision care expenses. Such election shall be irrevocable for the twelve (12) month period September through August ("plan year") except for an authorized change in status under the terms of the plan and as otherwise allowed by the Internal

Revenue Code and applicable regulations. Each teacher shall be reimbursed no less than monthly or in accordance with the schedule established by the plan administrator, provided the teacher has timely filed evidence of reimbursable expenses under the plan.

The Flexible Benefit Plan and the plan year may be changed by mutual written agreement by the parties.

The Association agrees that by virtue of the foregoing, the Board does not warrant or guarantee that the funds set aside by any teacher for expenses to be reimbursed through the Flexible Benefit Plan are or shall be considered non-taxable by the Internal Revenue Service. The Association further agrees that the Board shall not be held responsible for any wrongful act or omission of the plan administrator selected by mutual agreement of the parties, including but not limited to embezzlement or theft of funds, improper or untimely payment of claims, negligence, fraud or the like. The Association further agrees that the conduct of the plan administrator shall not be the subject of any grievance under this Agreement.

13.16 GRADUATE SCHOOL TUITION

The Board shall pay in 2018-2019 and 2019-2020 \$260 per semester hour (including fees) ("Semester Hour Rates") of approved credit for which a grade of "A" or "B" is earned, up to a maximum of nine (9) hours taken during the school year. For purposes of this section, the nine (9) hours annual limitation shall be calculated based on the number of hours for which the education provider has issued verification of completion within a school year (July 1 - June 30). Reimbursement shall be paid after verification of completion to the Superintendent or designee by all participating employees. Reimbursement shall be paid upon verification of completion, which shall be submitted to the Superintendent or designee by no later than the 1st day of August after the teacher completes the graduate coursework; no teacher shall be entitled to such payment if such teacher voluntarily elects not to return to employment in some capacity in the District for the aforementioned "following school year". Any probationary teacher earning approved credit during the first four years of employment in the District shall be entitled to reimbursement on September 1st of the next year of employment for credit earned in the previous year. Failure to submit a complete request for reimbursement within a six(6) month period shall result in forfeiture of reimbursement.

To be approved, graduate credit must be earned from a graduate school accredited by NCATE. An employee shall not be eligible for this compensation if he/she receives a grant or cash award from an agency or foundation that pays a

majority of his/her expenses. Teachers hired for a specific duty who are not fully qualified for such duty shall not participate in the above remuneration until they are fully qualified for the duty for which they were originally employed.

A. COURSE ELIGIBILITY:

With prior approval from the district superintendent or designee, the following courses shall be eligible for reimbursement and lane advancement:

- Courses which are part of a degree program in the staff member's discipline or in education.

- Courses which are prerequisite to approved graduate courses and which are recommended by the building principal as valuable to the educational program.

- Post-graduate courses, including, but not limited to, on-line courses, clinics, workshops and seminars if deemed by the Superintendent or designee to be relevant to District initiatives including, but not limited to, school improvement goals, MTSS, professional learning team department goals, differentiated instructional techniques, research-based effective teaching techniques, or curriculum mapping and only if such online course, clinic, workshop or seminar is also regarded by the Superintendent or designee to require a sufficient degree of academic rigor and challenge to the student. Should coursework be denied, a written explanation will be provided.

Courses or seminars related to extracurricular activities shall not be eligible for reimbursement, unless such course or seminar is deemed by the Superintendent or designee to be relevant to the staff member's instructional responsibilities.

B. GRADUATE TUITION BUDGET:

The Board shall budget for the terms of this agreement the 2018-2019 the equivalent of three hundred twenty dollars (\$320) and 2019-2020 the equivalent of three hundred twenty-five dollars (\$325) per employee covered under this Agreement at the start of each school year for voluntary graduate coursework taken. ("Budgeted Amount") Should the total number of approved credit hours times the above per semester hour rates exceed the above budgeted amount, the approved voluntary hours shall be paid at a prorated level. The District shall upon request provide the Association annually with a written, end-of-year accounting of graduate credit reimbursement payments.

Records shall be established in the administration office to advise the teachers requesting to take classes and to approve or disapprove the course of study. If any course submitted for approval is denied, the teacher shall be provided with a written reason for the denial within ten (10) days.

13.17 RETIREMENT INCENTIVE

To recognize the contribution of those employees who have provided long and dedicated service to the district, the Board shall provide a retirement incentive to teachers who meet the following eligibility requirements:

- a. the teacher must have completed 15 years of service to District #34 by the date of his or her retirement;
- b. the teacher must not be retiring under the Early Retirement Without, Discount Option;
- c. the teacher must submit a written, irrevocable, notice of intent to retire to the Superintendent by no later than September 15th of the start of the retirement incentive period; and
- d. the teacher must not have received an increase of greater than 3% in creditable earnings (excluding any grandfathered or exempt earnings) in the three (3) school years immediately preceding the proposed start of the retirement incentive.

In up to each of the final four years of his/her employment, the teacher shall receive an incentive of 3% over his/her prior year's base salary (which in the second, third and fourth year of the incentive includes the prior year's retirement incentive). In the event that the State of Illinois should raise the maximum allowable percent increase, the Board will honor an increase up to 5% so long as the district does not incur any penalty.

Once the teacher begins to receive the retirement incentive, he/she shall not be eligible for earnings from extra duties or summer school, stipends, and/or any other type of compensation that could result in the Board's obligation to pay any additional contribution or "penalty" to TRS. However, the teacher may submit a request to the Superintendent's office to continue performing paid extra duties or to earn additional compensation, so long as any such additional compensation would not result in the teacher receiving a greater than 3% increase over his/her prior year's creditable earnings. The Superintendent's grant or denial of such request shall be non-precedential and non-grievable.

Any payment necessary to ensure the retiring employee receives an incentive of 3% shall be made in a lump sum each year by no later than June 30th.

In the event a certified employee who tenders his or her irrevocable letter of resignation experiences a drastic and unanticipated change in personal circumstances, the Board may, at its option, permit the certified employee to revoke his or her irrevocable letter of resignation.

In the event the Illinois General Assembly enacts any legislation during the term of this Agreement, which legislation would require the District to pay any additional moneys (or lose any additional revenues) to the State of Illinois and/or the Illinois Teachers' Retirement System on account of its payment of this retirement incentive, then this retirement incentive shall cease to exist at the end of the current school term. However, prior to the cessation of the benefit, either party may demand to bargain concerning whether some or all of the retirement incentive can be continued without adding any additional costs to the District.

Eligibility to submit a request to receive this incentive shall terminate on September 16, 2020, and any such request received prior to September 16, 2020, must be for retirement to occur no later than the end of the 2023-2024 school year.

13.18 LONGEVITY

Teachers who are on the Y step and who have completed at least 15 years of teaching service in the District will receive a longevity payment of \$3,000 over their prior year's scheduled salary plus any previously paid longevity bonuses, not to exceed 3%. Teachers will receive this bonus after completion of their first year on the Y step and may not utilize the longevity payment if they are receiving a retirement incentive.

14.1 RESOLUTION OF PROFESSIONAL BUILDING ISSUES

The Board and Association both agree that buildings should have an open and honest flow of communication. Both agree on the importance of Association members reaching out to building administration when there are professional concerns to see if a resolution can be reached prior to following the steps below.

When a professional concern cannot be solved between an Association member and the building administrator, the protocol below should be followed:

1. Any unresolved professional concerns should be brought to the attention of the building Association Representative. If the issue involves a contract dispute, please refer to Article 3 of the AEEA contract for further instruction.
2. If the issue does not involve a contract dispute, the Association Representative will send an explanation of the professional issue and schedule a time to meet with the building administrator. This meeting should take place at least 24 hours after the explanation has been sent to the administrator.
3. The building administrator and Association Representative will meet to discuss the issue and work towards a resolution.
4. The Association Representative will communicate the outcome of the meeting to the individual(s) who brought forth the concern.

14.2 MONTHLY MEETING BETWEEN SUPERINTENDENT AND A.E.E.A. LEADERSHIP

The Superintendent and/or designees and the leadership of the A.E.E.A. shall meet monthly, during the school term, to discuss matters which in the opinion of either party impact the smooth operation of the district.

ARTICLE 15
CONTINUITY OF OPERATIONS

15.1 NO STRIKE PROVISION

Both sides recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. The Association accordingly agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the *Illinois Educational Labor Relations Act*, or encourage any concerted refusal to render full and complete services in the Board or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools for the life of this Agreement.

ARTICLE 16

EFFECT OF AGREEMENT

16.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board.

16.2 RECOGNITION OF THIS AGREEMENT

This Agreement supersedes and nullifies all previous written and verbal Agreements between the Board and the Association.

16.3 SEPARABILITY

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections and Clauses shall remain in effect. Should any additional modifications or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

16.4 INDIVIDUAL CONTRACTS

Terms and conditions of the Agreement shall be referenced in individual contracts or employment agreements.

16.5 DURATION

This Agreement shall become effective on the first day of the 2018-2019 school year and shall continue in effect until the end of the day immediately prior to the start of the 2020-2021 school year.

EXTRA-CURRICULAR STIPEND FOOTNOTES

Additional Sponsors/Coaches

If the Administration chooses to add additional sponsors or coaches, the positions shall be paid at a salary consistent to the salary and conditions of the Extra Duty Pay Schedule.

Athletics/Coaching/Sponsors

Upon approval of the Board meeting minutes, each coach/sponsor shall view the Board approved minutes as a contract between them and the District for stipend services. If the coach/sponsor cannot fulfill the requirements of the activity, the coach/sponsor shall be paid on a prorated basis. Any replacement coach/sponsor shall be paid the balance.

Acting Principals (Elementary Schools)

At the beginning of each school year, elementary principals shall appoint a teacher to serve as Acting Principal in his/her absence.

After School /Evening Activities

(3 such activities required before compensation)

Teachers will be required to attend, supervise and/or participate in a maximum of three (3) after school and/or evening activities (involving parents and/or students) per school year without compensation. The administration has the right to determine the three (3) after school and/or evening activities (involving parents and/or students) for each teacher. However, if the administration has not made such determination and a teacher is requested to volunteer for any such activity, it shall first count toward the teacher's three (3) required activities. After a teacher has been required to fulfill three (3) of the aforementioned activities, administration shall attempt to fill additional assignments to the aforementioned activities with teachers who have not fulfilled their three (3) aforementioned activities. If all teachers have fulfilled the 3-night requirement, the administration shall seek teachers to accept such assignments with compensation. In the absence of volunteers to accept such assignments, the administration reserves the right to assign such duties in a non-discriminatory fashion to those teachers the administration deems qualified to handle the activities with compensation as

provided above. For purposes of determining whether a teacher has fulfilled three (3) of the aforementioned activities, the term "after school and /or evening activities (involving parents and/or students)" shall not include "Back to School Night" (unless the work day exceeds 7.5 hours) and/or the fall parent-teacher conferences, unforeseeable emergencies, any activities for which the teacher is already compensated (e.g., extra-curricular duties specified in Appendix B above), or other activities for which the teacher already receives pay in addition to his/her regular salary, but shall include any occasion on which the administration plans the work day to end beyond the regular daily schedule set for a building during any given school year.

PreK-5 General Music teachers are subject to the general "after school and/or evening activities (involving parents and/or students)" requirements, with the following exceptions/additions:

1. PreK-5 General Music teachers may, but are not required to, be present during the time scheduled by the District for fall parent/teacher conferences;
2. PreK-5 General Music teachers must work their set number of hours on the day on which the District holds "Back to School Night", but are not required to adjust their regular schedule to be available for the "Back to School Night" activities; and
3. PreK-5 General Music teachers may be required to prepare and present at four (4) after school and/or evening music programs (involving parents and/or students), plus an additional two (2) after school and/or evening activities (involving parents and/or students) as determined by the administration.

APPENDIX B-2

COLLABORATIVE TIME FOR CURRICULUM/PROFESSIONAL DEVELOPMENT

The Board and the Association both recognize the important role of the curriculum in meeting the educational needs of the students in Antioch Community Consolidated School District No. 34. The Board and the Association hereby agree that certificated employees covered under this Agreement will be involved in the District's ongoing curriculum development/review process as outlined below:

In addition to the hourly meeting rate, any teacher who presents at such a meeting, either because he or she volunteered or because he/she elected to participate in an activity, such as literacy leaders, for which the teacher was later required to present or train his/her colleagues, shall be provided a \$50.00 honorarium, provided the teacher has spent a minimum of two (2) hours preparing for the presentation. It is understood that, at such meetings, content may be presented which teachers will be expected to know and demonstrate in the classroom. The teacher's evaluation may also be based, in part, on their command of such content. When a meeting will include such critical information/training, the district will so indicate on the above-referenced notice.

The Administration may offer teachers opportunities to work on curriculum or to participate in training or other educational activities outside of contract hours. In such an event, the teachers who are selected to participate in the activity shall be compensated at the rate of \$30 per hour.

APPENDIX B-3

SIDE LETTERS

Placement of Social Workers, School Psychologists and Speech/Language Pathologists

The Board and the Association recognize that the following job classifications are special positions requiring prolonged study and advanced course work to meet minimum certification standards: Social Worker, School Psychologist and Speech/Language Pathologist. The parties further agree to recognize such additional educational requirements through advanced placement on the salary schedule.

Initial Placement

The initial placement on the salary schedule for individuals employed in the above positions shall be in the Masters +24 lane.

Current Staff

Effective with the start of the 2003-2004 school term, all currently employed Social Workers, School Psychologists and Speech/Language Pathologists shall advance horizontally on the salary schedule to at least the MA +24 lane*. Such individuals shall also be eligible for regular vertical lane advancement for the 2003-2004 school term, and thereafter.

*Those individuals who submit an official transcript (or other verifiable documentation in accordance with Article 13, Section 4 of the Agreement) demonstrating that they have earned at least 12 hours beyond the initial Master's degree shall be placed in the MA +36 lane.

Lane Advancement

Individuals employed in the above positions shall be eligible for vertical lane advancement on the same basis as any teacher employed by the District and shall be eligible for horizontal lane advancement to the MA +36 lane upon completion of at least 12 hours beyond the initial Master's degree and satisfaction of any and all conditions and requirements set forth in Article 13 of the Agreement.

Not a Waiver

The Association agrees that this Side Letter of Understanding is intended only to memorialize placement on the salary schedule for the above positions. The Board currently enjoys the right to determine the initial placement of its teachers pursuant to Article 13, Section 1.A, and nothing herein shall be construed as a waiver of said right.

Orientation/Induction for New Teachers

The District may establish an Orientation/Induction Program for new teachers consisting of up to 3 days of activities offering new teachers an introduction to the District and a review of its practices. The program will be offered the week before the first Institute Day.

The time spent by new teachers in orientation/induction activities shall not be compensated, except that, in addition to the normal annual allotment the District provides teachers for classroom supplies, the District will present a \$50 certificate for classroom supplies to each new teacher who attends the Orientation/Induction Program.

However, the District shall provide hourly pay, at a rate of \$30 per hour to any existing teachers requested to attend the program, either as a mentor or presenter.

Additionally, any teachers asked to prepare materials for a presentation during the Orientation/Induction Program shall receive a \$50 "honorarium" in recognition of their time spent preparing the materials.

Additionally, new teachers are required to attend an unpaid two hour after-school meeting up to four times during their first year of employment with the District. During their second year of employment with the District, teachers are invited to participate in such unpaid meetings.

